



21-202 Addendum 1

ADANI Systems, Inc.

Supplier Response

Event Information

Number: 21-202 Addendum 1
Title: Whole Body Security Scanner System
Type: Notice to Bidders
Issue Date: 10/6/2021
Deadline: 10/22/2021 12:00 PM (CT)

Contact Information

Contact: Robert Walla Purchasing Agent
Address: Suite 200
Purchasing
440 S. 8th St.
Lincoln, NE 68508
Phone: 1 (402) 441-8309
Fax: 1 (402) 441-6513
Email: rwalla@lincoln.ne.gov

ADANI Systems, Inc. Information

Contact: Luke Ricards
Address: 13631 Poplar Circle
Conroe, TX 77304
Phone: (936) 703-6067
Email: lricards@adanisystems.com
Web Address: adanisystems.us

By submitting your response, you certify that you are authorized to represent and bind your company.

Luke Ricards

Signature

Submitted at 10/22/2021 11:46:44 AM

lricards@adanisystems.com

Email

Supplier Note

Please request any additional information as needed.

Response Attachments

2021 Corrections Body Scanner Spec_Lancaster NE - completed.pdf

General Response Document

2021 Corrections Body Scanner Spec_Lancaster NE.pdf

Spec sheet with responses

Warranty.pdf

Warranty

Lancaster County - Cover Letter.pdf

Cover Letter

ADANI Systems body scanner comparison chart englsih (2).pdf

Body Scanner Comparison Chart

Comprehensive Service Plan.pdf

Service Plan

Bid Invitation - signed 1.pdf

Bid Invitation - signed

Supplier Response - signed 1.pdf

Supplier Response - signed

2021 FEDERAL_non_construct_City_County_Contract_Provisions_Lancaster NE - signed.pdf

Federal - signed

Lancaster County Bid Response.pdf

Bid Response

Bid Attributes

1 Agreement to Addendum No. 1

Addenda are instruments issued by the Purchasing Department prior to the date for receipt of offers which will

modify or interpret the specification document by addition, deletion, clarification or correction. Vendor must acknowledge receipt of this addendum in the space provided at time of bid submission.

Be advised of the following clarifications and changes to the Specification and bidding documents:

QUESTIONS

1. Can we confirm if this will be a sole source BID? As the Tek 84 system is the only system to "claim" to be moveable and the only system with the specific dimensions. If movability is critical, how many times will this be required? The department does not see moving this device on a regular basis, however, the ability to do so as needs change is convenient.
2. Can we confirm that the agency is aware that according to the ANSIHPS N43-17-2009 standards, currently used by all State regulatory bodies, any Body Security Scanner will have to undergo a new site survey by a Physicist every time that scanner was moved in a facility and approval will be required by the specific State Regulatory body? The department does not see moving this device on a regular basis.
3. Will inmates/visitor/staff be scanned by both scanner? If this is the case it will be critical that the scanners be networked so that an accurate dose record be consolidated and dose management be done across both scanners this will ensure individuals will never exceed the allowed yearly dose of 250µSv per person. If required please add to specifications. We are not scanning staff or visitors.
4. Point 3.2 in Project Requirements reference the Tek 84 Interceptor dimensions as minimum requirement or smaller. Can we confirm that the agency is aware that there is a difference between physical dimensions and working dimensions and that they are aware the Tek 84 Intercept needs a additional 3' around the scanner, where nobody is allowed during a scan, this is due to the Radiation Scatter as this system have no lead lining to protect staff that will be working around the scanner. Yes, the department is aware.

Point 3.2 statement Operator and Bystander Radiation Zone equal to footprint of the unit preferably 34"x72" this will not be possible during normal operations of the Tek84 Intercept three available scan levels or if required please specify at what dose rate and what level of image resolution (AWG rating). Can you please publish the available working dimensions that will allow for the Radiation Scatter and the Operator workstation as this is not included in the current dimensions. This has not been determined, this will be evaluated based on bid responses. Please include a brochure of scanner bidding in the Vendor Response Attachment Section of this bid.

5. Point 3.2 also mentioned 5 second scan time can you please publish the image resolution requirements at this scan time. most scanners states their AWG rating to show their detection at given scan rate. This is critical as it makes no sense to do a scan time of 5 sec if the images resolution will be poor and not enable staff to detect contraband in or on the human body. Typically the Tek84 Intercept is set to a 8-9 sec scan cycle before an image is displayed on the operator screen. Please specify scan processing time requirements. Included in the specifications.
6. Point 3.2 Subject stands in fixed position while being scanned-must not be transported via platform or conveyor belt. Please indicate motivation for this requirement as it will only exclude other suppliers to provide the agency with options and there is no benefit to the agency. With the Tek84 all moving parts sits behind the panels and are way more complex that exponentially increase the points of failure. The department deals with intoxicated and handicapped individuals who may be in restraints. Trying to stabilize these individuals on a moving platform could be problematic.
7. Will the agency require the scanners to connect to the facility JMS system to prevent the duplication of capturing inmate data? This is not a requirement.
8. This bid has been extended and will close on Friday October 22, 2021 at 12:00 p.m. central time.

All other terms, conditions, and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda.

Sharon Mulder
Asst. Purchasing Agent

☒ Yes (Yes)

2 Specifications

I acknowledge reading and understanding the specifications.

☒ Yes (Yes)

3 Electronic Signature

Please check here for your electronic signature.

☒ Yes (Yes)

4 Instructions to Bidders

I acknowledge reading and understanding the Instructions to Bidders.

☒ Yes (Yes)

5 Contact

Name of person submitting this bid:

Luke Ricards

6 Tax Exempt Certification Forms

Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)

☒ Yes (Yes)

7 Delivery and Installation

State number of days after receipt of order (ARO) for delivery and installation at the Correctional Facility:

Within 30 days ARO

8 Bid Documents

I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications.

☒ Yes (Yes)

9 Purchase Order, Contract and Delivery Contact

The City/County Purchasing Department issues Purchase Orders and Contracts via email to a designated contact person of the awarded Vendor. This designee will be the primary contact with the department through the delivery of the product/services. Please list the name, email address and phone number of the person who will be the contact person for the contract/PO to be awarded.

Luke Ricards - LRicards@adanisystems.com - 303-931-5505

1 U.S. Citizenship Attestation

0 Is your company legally considered an Individual or Sole Proprietor: YES or NO

As a Vendor who is legally considered an Individual or a Sole Proprietor I hereby understand and agree to comply with the requirements of the United States Citizenship Attestation Form, available at:
<http://www.sos.ne.gov/business/notary/citizenforminfo.html>

All awarded Vendors who are legally considered an Individual or a Sole Proprietor must complete the form and submit it with contract documents at time of execution.

If a Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

Vendor further understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. 4-108.

NO. ADANI Systems is not considered an Individual or Sole Proprietor.

Bid Lines

1 Whole Body Security Scanner System

Quantity: 2 UOM: EA Unit Price: \$120,000.00 Total: \$240,000.00

Supplier Notes: This total reflects all equipment - including camera, delivery, installation, training for operators, and 12mo warranty.

Response Total: \$240,000.00

October 21, 2021

Lancaster County and City of Lincoln, NE
Attn: Robert Walla, Purchasing Agent
440 S. 8th St.
Lincoln, NE 68508
rwalla@lincoln.ne.gov

To Whom It May Concern,

I am writing today to compare and contrast the CLEARPASS and the Intercept

- ADANI Systems has been in operation in the US since 2006. Since that time, we have built and installed more than 1,000 Full Body Scanners (more than all our competitors combined) which we continue to service with our extensive network of Field Service Engineers located strategically across the Nation.
- Among our five (5) configurations of Full Body X-ray Scanners, the CLEARPASS is the newest addition to our lineup. It includes a powerful 160kV X-ray generator, and a C-shaped array of X-ray detectors boasting 1664 pixels vs. Intercept's 640 pixels – **260% more!** This is a material difference that allows the CLEARPASS to capture images in 5K leading to Ultra High-Definition outputs. This allows the operators to see more detail and allows the software algorithms and filters to home in on potential contraband much more easily than is possible with the Intercept.
- The CLEARPASS' C-shaped detector allows the operator to see through the foot from top to bottom instead of through the length of the foot, like the Intercept, providing better detection of shoe/foot-smuggled contraband. Similarly, the head is x-rayed at the most advantageous angle to allow for maximum visibility of the areas where most mouth smuggling, or cheeking, occurs. What Tek84 refers to as image "distortion" is actually a purposeful design to aid in contraband detection in a non-medical high-security setting.



13631 Poplar Circle,
Conroe, TX 77304, USA
www.adanisystems.us

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Support@adanisystems.com
Sales Inquiries 936.588.2064
Sales@adanisystems.com

e-mail info@adanisystems.com

Connect with us

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- The CLEARPASS is the only Certified ADA Compliant scanner currently available and can accommodate wheelchair-bound subjects with our available ramp and radiolucent wheelchair.
- A-EYE, our Artificial Intelligence program utilizes millions of other x-ray images shared with permission and anonymized, to help automatically identify threats by shape, size, weight, density, even atomic number of the base material! This includes narcotics, plastics, metal, and many other types of potential threats. This feature will be available in 2022 as an upgrade.
- DruGuard® is our patented software algorithm that places a box around suspected internally concealed narcotics. No other full body scanner has that capability. The CLEARPASS units purchased by Lancaster County will include DruGuard3®, an updated version of that ground-breaking software.
- The CLEARPASS is relocatable should the need arise, and ADANI Systems will provide that service while the x-ray scanner is under a service contract (first 12 months included). Its small footprint allows it to be considered for a variety of install locations.
- The rugged design utilizing a molded aluminum frame and powder-coated steel (compared to the Intercept's plastic veneer) have been engineered to withstand the sometimes-chaotic environment in a corrections facility.
- In terms of radiation safety, the CLEARPASS emits less radiation and is safer to operate than the Tek84 Intercept based on equal measurement parameters. The beam width of the CLEARPASS is 1mm in width compared to the beam width of the Intercept at 1.5mm amounting to 50% more radiation being emitted per second. With a scan time of 3.8 seconds for the CLEARPASS and a scan time of 8.1 seconds for the Intercept, the Intercept emits **3.2 times** more energy per scan than the CLEARPASS. The Tek84 claim of no exclusion zone is based on an intentionally different interpretation of the ANSI 43.17-2009 recommendation.

I would like to acknowledge the questions raised by another vendor via the official electronic portal. I agree with that vendor's assessment of the specification supplied by Tek84 as it emphasizes features that at best don't matter and at worst are misleading and take advantage of agency naiveté. Purchasing the Tek84 Intercept could lead to deleterious results like missing smuggled contraband due to not seeing it on a fuzzy image with no automatic detection capabilities or instant review by supervisors at a remote location because cannot be properly networked to the system.



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	ADANI Systems CLEARPASS	Tek84 Intercept	Why it matters
Image Resolution	1664 Pixels	640 Pixels	260% more pixels = best in class image
Radiation Safety	1.0mm scan for 3.8 sec	1.5mm scan for 8.1 sec	3.2 times more radiation emitted per scan from INTERCEPT
Mobility	Included in purchase w/ radiation survey and PM	DIY and hope video was enough, and nothing breaks	Let the experts take care of your equipment included in the price
Skin	Powder-coated steel	Plastic	CLEARPASS will withstand the demands of the environment
ADA Compliant	Yes – the only full-body scanner with accredited ADA Compliance	No	Security is important and especially those in a wheelchair should not go unscanned.
Network Capability	Yes – The CLEARPASS can be networked to other units, cloud, or physical server.	No network capability	If you want 2 units to talk, or you want the capability to assist or observe/run reports remotely, you need networking.
AI-Capable	Yes – Important for evolving threats	No – The Intercept is still using old technology	AI represents technology of the future. Invest in technology that will still be relevant in 10 years

In closing, I hope to convey that the CLEARPASS represents the best value to the County and City stakeholders. It is priced fairly, has the most advanced technology in both hardware and software, and is rugged and durable enough to be around for the next decade or longer. We have many references nearby, available upon request, and are currently being considered in Lincoln County, NE and by the Nebraska DOC for statewide deployment. ADANI Systems invented the full body scanner, created this market, and remains the top provider of Full Body X-ray scanners in the United States.

We look forward to the opportunity to partner with Lancaster County to provide the most technically advanced security X-ray scanners on the market today. We will work with you every step of the way to ensure compliance with State regulations is maintained and that the scanner is used effectively and safely to positively impact contraband interdiction at your facility.

With Respect,

Luke Ricards

Luke Ricards, Regional Sales Manager



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Sharon R. Mulder

From: Luke Ricards <lricards@adanisystems.com>
Sent: Monday, November 15, 2021 4:06 PM
To: Sharon R. Mulder
Subject: Re: Warranty



Hello Sharon,

2x CLEARPASS Full Body Scanners - \$240,000.00 with 5-yr warranty
2x CLEARPASS Full Body Scanners - \$260,000.00 with 5 yr warranty + DruGuard (algorithm that automatically detect internally concealed narcotics)

I look forward to learning the results of the bid.

Luke

On Wed, Nov 10, 2021 at 10:22 AM Luke Ricards <lricards@adanisystems.com> wrote:
Hi Sharon,

Adani systems is excited to offer two units of our clearpass body scanner for \$240,000 with 5 years of warranty and service coverage. This does not include DruGuard our patented software that can automatically detect internally concealed narcotics.

Alternatively, we can offer to clear pass units with drug guard and 5 years warranty and service coverage for \$260,000.

I recommend the drug guard option because no other system is able to automatically identify internally concealed narcotics.

On Wed, Nov 10, 2021, 7:16 AM Sharon R. Mulder <SMulder@lincoln.ne.gov> wrote:

Good Morning Luke,

I was just checking in on the warranty information and if you have had the chance to work on it?

Thanks,

Sharon

Sharon Mulder, C.P.M. | Interim Purchasing Agent

City of Lincoln | Lancaster County Purchasing

440 S. 8th Street, Suite 200

Lincoln, NE 68508

Phone: 402.441.7428

smulder@lincoln.ne.gov

CITY OF LINCOLN AND/OR LANCASTER COUNTY

FEDERAL GRANT CONTRACT PROVISIONS

If a non-Federal entity (state or non-state) wants to use federal funds to pay or reimburse their expenses for equipment or services under a contract, that contract must contain the applicable clauses described in Appendix II to the Uniform Rules (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards) under 2 C.F.R. § 200.326.

This document outlines the federally required contract provisions for Lancaster County and/or City of Lincoln Federal Grant procurements. Vendors who take exception to these requirements may be considered non-responsive and their bid/proposal rejected and will not be considered for award.

Terms listed in this document take precedence over those listed in other documents attached to the bid or the contract.

I hereby acknowledge reading, understanding and accepting the terms listed herein for the applicable project:

Company Name: ADANI Systems, Inc.

Signature: Luke Ricards

NOTE: ALL CONTRACTORS MUST SIGN THIS PAGE AND THE LOBBYING CERTIFICATION ON PAGE 6

1. REMEDIES.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City and/or County, Architect or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

2. TERMINATION FOR CAUSE AND CONVENIENCE.

Termination. This Contract may be terminated by the following:

Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.

Termination for Cause. The City and/or County may terminate the Contractor for cause if the Contractor:

- 1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide the services outlined in the Contract
 - 2) Disregards Federal, State or local laws, ordinances, regulations, resolution or orders
 - 3) Otherwise commits a substantial breach or default of any provision of the Contract Document.
- In the event of a substantial breach or default the City and/or County will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
- See City and/or County of Lincoln contract for additional termination language.

3. EQUAL EMPLOYMENT OPPORTUNITY.

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another

employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT.

Not Applicable

5. COPELAND ANTI-KICKBACK ACT.

Not Applicable

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The City of Lincoln and/or County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor

shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.

Not Applicable

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT.

Clean Air Act

Not Applicable

Federal Water Pollution Control Act

Not Applicable

9. DEBARMENT AND SUSPENSION.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by **City of Lincoln and/or County**. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to **City of Lincoln and/or County**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying

with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

a. **Contractors must sign and submit to the City of Lincoln and/or Lancaster County the following certification.**

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, ADANI Systems, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Luke Ricards

Signature of Contractor's Authorized Official

Luke Ricards, Regional Sales Manager

Name and Title of Contractor's Authorized Official

11. PROCUREMENT OF RECOVERED MATERIALS.

- (i) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - Competitively within a timeframe providing for compliance with the contract performance schedule; • Meeting contract performance requirements; or
 - At a reasonable price.
- (ii) Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (iii) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. ACCESS TO RECORDS.

- (1) The Contractor agrees to provide **City of Lincoln and/or Lancaster County**, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) In compliance with 2 CFR, the **City of Lincoln and/or Lancaster County**, and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the Comptroller General of the United States.

13. CHANGES.

- b. The City of Lincoln and/or Lancaster County may make changes to the contract upon written request by the contractor and approval by the City of Lincoln and/or Lancaster County. Such change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. A written amendment will be issued by the City and/or County and executed by both parties upon approval of the change by the City and/or County.

14. SEAL, LOGO, AND FLAGS.

"The contractor shall not use Federal grantee seal(s), logos, crests, or reproductions of flags or likenesses of grantee agency officials without pre-approval."

15. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS.

"This is an acknowledgement that federal financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, federal policies, procedures, and directives."

16. NO OBLIGATION BY FEDERAL GOVERNMENT.

"The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

17. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.

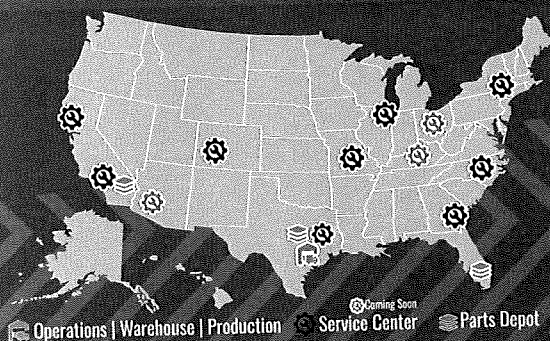
"The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

COMPREHENSIVE SERVICE PLAN

ITEMS COVERED UNDER THIS AGREEMENT:

- ☐ Necessary Repair Parts
- ☐ Labor (Mon. / Fri. 8:00 a.m. – 5:00 p.m.)
- ☐ Travel Time to and from Equipment Location (Mon. / Fri. 8:00 a.m. – 5:00 p.m.)
- ☐ Shipping and Freight of Replacement Parts (Ground Freight Only)
- ☐ Airfare, Lodging, Meals, Etc.
- ☐ Preventative Maintenance (Two Times per Year)
- ☐ Annual Radiation Safety Surveys

FIELD SERVICE



1. EQUIPMENT.

Equipment is defined as electronic equipment and systems. Customer agrees not to modify equipment without prior consent from ADANI. Equipment, attachments, or features added by the customer are not to be maintained under this agreement. Relocation or removal of equipment must be requested in writing from the customer and must be approved by ADANI.

2. INSTALLATION SITE.

Installation Site is defined as the equipment location. Customer shall provide and maintain a clean operating environment at installation site meeting the operating specifications of the installed equipment.

3. EQUIPMENT INSPECTION.

ADANI reserves the right to pre-inspect equipment for proper operating condition prior to maintenance agreement coverage acceptance. Equipment determined not meeting the manufacturer specifications may be refused maintenance service coverage. Any necessary repairs, modifications, and adjustments to make equipment acceptable for coverage will be at an additional charge prior to an approved agreement.

4. MAINTENANCE SERVICE.

Maintenance Service is defined as onsite remedial maintenance performed by ADANI to repair or replace equipment, on a time and materials basis, where the customer has followed the procedures established by ADANI to identify and report suspected problems. Maintenance Service may include the furnishing of necessary replacement parts, which may be provided on an exchange basis at ADANI's option. ADANI reserves the right to modify the design and specifications of the equipment covered under this agreement, provided the modification does not adversely affect the operational performance of the equipment. ADANI reserves the right to replace any item of equipment deemed by ADANI as not functionally capable of performing its intended use with a functionally serviceable item of equivalent performance rating and value. Maintenance Service requests resulting from service or repair by other parties shall be billable at the service rates identified on "Time and Material Rates". Preventive Maintenance shall be performed (bi-annually or two times per year) with radiation surveys performed on an annual basis.

5. EQUIPMENT RELOCATION.

Customer shall provide ADANI with a thirty-day (30-day) written notice of customer's intent to relocate equipment. Any re-installation or repair service requested for relocated equipment shall be billable at the service rates identified on Time and Material Rates. In no event shall there be any interruption in maintenance charges or payment. ADANI shall reserve the right to refuse maintenance service on any relocated equipment.

6. SERVICE REQUESTS.

The customer shall notify ADANI customer service at **1-844-989-6789** and select option one for customer service or direct at 1-936-588-2064 or by e-mail at support@adanisystems.us when requesting maintenance service. ADANI agrees to respond to service requests, during the Principal Period of Maintenance (PPM), on a best effort basis normally not to exceed twenty-four (24) hours from receipt of the service request.

7. MISCELLANEOUS.

- a) The terms and conditions contained within the agreement shall override all proposals, oral or written, and all printed terms and conditions contained on any purchase order or acknowledgment form issued by the customer. This agreement may not be amended except in writing between the parties.
- b) Should any provision of the agreement be found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

COMPREHENSIVE SERVICE PLAN

TIME AND MATERIAL RATES

Maintenance Services performed outside of ADANI's Principal Period of Maintenance (PPM defined as Monday – Friday / 8:00 AM – 5:00 PM) customer's local time, excluding ADANI designated holidays shall be billable as follows. Local Travel Mileage is defined as miles driven to or from the service location within a 100-mile radius.

RATES AND SERVICES

(Hourly rates)

	STANDARD RATES	HOLIDAY RATES
REPAIR:	\$200.00	\$300.00
AFTER HR SUPPORT	\$150.00	\$225.00
TRAVEL:	\$150.00	\$225.00
LOCAL TRAVEL MILEAGE:	\$0.54 per / mile	0.54 per / mile
PER DIEM:	\$60.00 daily	\$60.00 daily
RADIATION SURVEY:	No Charge if conducted with Bi-Annual PM Dedicated Trip - \$2,500.00 (\$2,000 for multiple units)	
OPERATOR TRAINING:	\$5,250.00 IN PERSON, UP TO 10 PEOPLE	

*Above listed rates only apply to billable calls only.

*Time and Material rates are subject to change without notice.

ADANI OBSERVED HOLIDAYS

NEW YEAR'S DAY
MARTIN LUTHER KING, JR DAY
PRESIDENT'S DAY
MEMORIAL DAY
INDEPENDENCE DAY
LABOR DAY
COLUMBUS DAY
VETERANS DAY
THANKSGIVING DAY
CHRISTMAS DAY

ITEMS NOT COVERED UNDER THIS AGREEMENT:

- Labor and Travel on ADANI Holidays
- Customer Requested Express or Air Freight of Replacement Parts (Billed at Cost)
- Negligence, Physical Damage
- Relocation of Equipment
- Refurbishment of Equipment

8. PRINCIPAL PERIOD OF MAINTENANCE ("PPM").

PPM is defined as the time period in which maintenance service shall be performed. ADANI Systems maintenance service hours are: Monday – Friday 8:00 a.m. – 5:00 p.m., customer's local time, excluding ADANI designated holidays. Service requested during ADANI designated holidays are not covered under this agreement and shall be at an additional charge. Such charges shall be in accordance with the rates specified on "Time and Material Rates".

9. REFUSAL OF MAINTENANCE SERVICE.

Customer is responsible for proper use and operation of equipment. ADANI reserves the right to refuse maintenance service on equipment due to:

- a) Unauthorized equipment alterations or modifications.
- b) Neglect, misuse, or failure of electrical power.
- c) Damage from water, liquid spillage, electrical storms, interconnecting devices (unless approved in writing by ADANI) or other physical damage.
- d) Customer arrears on payments due ADANI or otherwise in breach of this agreement.

10. ANNUAL MAINTENANCE CHARGES.

Annual Maintenance Charges are subject to change at the end of the initial term.

11. PAYMENT.

Payment of these annual maintenance charges, plus any additional billable service charges as defined herein, shall be made in full and in advance for each year of the maintenance service contract agreement unless otherwise specified.

12. INITIAL TERM.

This agreement and any amendment hereto shall commence as indicated on Quote or the date of PO. for the initial term and effective start date.

13. EXCUSABLE DELAY.

ADANI's maintenance organization shall not be responsible for non-performance of its obligations here under to the extent and for such periods of time as such non-performance, defective performance or late performance is due to causes beyond its control and occurring without its fault or negligence. Excusable delays include, but are not limited to, war (including civil war) acts of any government in either its sovereign or contractual capacity, fire, explosions, epidemics, quarantine restrictions, strikes, lockout, embargoes, unusually severe weather, delays in transportation, airline schedule, fuel shortages, or delays of suppliers or subcontractors for like causes.

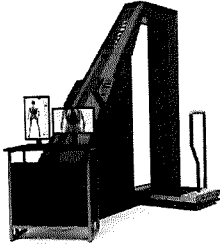
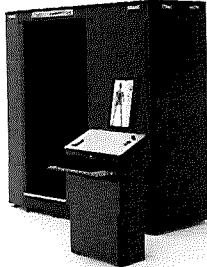
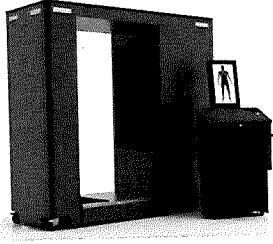
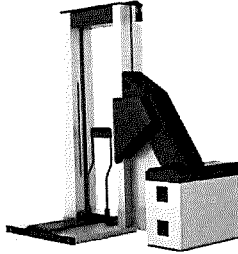
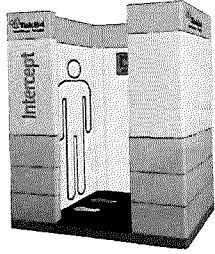
14. ADANI'S REMEDIES.

- a) It shall be a default here under if the customer:
 - 1) Fails to pay any charge when due.
 - 2) Fails to perform any customer obligations under this agreement and such failure shall continue for (10) days after notice from ADANI.
 - 3) Falls subject to any proceeding under the Bankruptcy Act or other insolvency.
- b) On customer's default, ADANI as its sole option shall have the right to exercise concurrently or separately any or all of the following remedies:
 - 1) Declare due and payable all charges due.
 - 2) Terminate this agreement.
 - 3) Pursue any other remedy at law or in equity.

Disclaimer of Warranty.

This agreement is for provision of parts and services necessary to maintain the equipment during the term of this agreement. ADANI makes no other warranty of any kind, expressed, or implied with respect to any parts or service provided in connection with this agreement, including, but not limited to, the implied warranty of merchantability and fitness for a particular purpose. ADANI shall not be liable for any other damages, including, but not limited to indirect, special, or consequential damages arising out of or in connection with furnishing of maintenance service to be performed by ADANI pursuant to the terms hereof, or parts to be supplied here under, or the performance, use of, or inability to use the equipment.

BODY SCANNING TECHNOLOGY COMPARISON

Features					
DEVICE NAME	COMPASS SMART DV	CLEARPASS	CLEARPASS COMPACT	COMPASS DV	Intercept
FOOTPRINT				88"L x 72"W x 97"H – 44sqft	72"L x 34"W x 90"H – 17sqft
RESOLUTION	40-44AWG, >3mm/lp	44-46AWG, >4mm/lp	44-46AWG, >4mm/lp	40-42AWG, >2mm/lp	28AWG, <1 lp/mm,
TYPE OF DETECTION ARRAY	L-Shaped – Folded above head and linear down to feet	C-Shaped – Improved imaging of feet and head	C-Shaped – Improved image of feet and head	L-Shaped – Folded above head and linear down to feet	Linear – Moves vertically on cable and pulley system
# OF DETECTORS (PIXELS)	2048	1664	1600	1664	640
COLLIMATED BEAM WIDTH	0.7mm	1.0mm	1.0mm	1.0mm	1.5mm
X-RAY GENERATOR	200kV @ 2.5mA – 500W	160kV @ 2mA – 320W	160kV @ 2mA – 320W	160kV @ 1.2mA – 192W	160kV @ 1.2mA – 192W
MECHANICAL SAFETY SHUTTER	Yes	Yes	Yes	Yes	No
PLATFORM	Yes – 660LB Capacity	No – Person remains stationary	No – Person remains stationary	Yes	No – Person remains stationary
Certification	CE, CJIS, ANSI	CE, UL, CJIS, ANSI	CE, CJIS, ANSI	CE, UL, CJIS, ANSI	CE, ANSI
Workstation	Desk w/ two monitors	Podium w/touchscreen	Podium w/touchscreen	Podium w/ touchscreen	Podium w/ touchscreen
SCAN TIME	4 seconds	2.5 seconds	2.5 seconds	7 seconds	4 seconds
POWER CONSUMPTION	1.5KvA	1.0KvA	1.0KvA	1.2KvA	1.0KvA
ADA Compliant	No	Yes – Optional Ramps and Tamperproof Wheelchair	No	No	No
Narcotics Detection Software	Yes – DruGuard3®	Yes – DruGuard3®	Yes – DruGuard3®	Yes – DruGuard2®	No
Automatic Full Body Object Detection SW	Yes – A-EYE color-coded object classification	Yes – A-EYE color-coded object classification	No	No	No
Networking – Centralized Database	Yes – DMS (Data Management System)	Yes – DMS (Data Management System)	Yes – DMS (Data Management System)	Yes – DMS (Data Management System)	No
UV – Disinfection	No	Yes – Optional	No	No	No
# SCANNING MODES	9 – Fully adjustable 0.25uSv – 6.0uSV	3 – Fully adjustable 0.25uSv – 4.0uSv	3 – Fully adjustable 0.25uSv – 4.0uSv	9 – Fully adjustable 0.25uSv – 4.0uSv	3 – 0.25uSv, 0.50uSv, 0.75uSv
Made in U.S.A.	YES	YES	YES	YES	YES
FINAL ASSEMBLY LOCATION	Conroe, Texas	Conroe, Texas	Conroe, Texas	Conroe, TX	Poway, CA

Supplier Scoring Summary

21-202 Addendum 1 - Whole Body Security Scanner System - Scoring Round

Supplier	Rank	Score	Bid/Quote Evaluation	Bid/Quote Evaluation Ch
		100	100	
ADANI Systems, Inc.	1	50.00	50	
OD Security NA	2	1.00	1	
Tek84	3	1.00	1	
		17.33	17.33	

Sharon R. Mulder

From: Lincoln Bidding <lincoln@customer.ionwave.net>
Sent: Friday, November 12, 2021 9:09 AM
To: Sharon R. Mulder
Subject: Lincoln Bidding Evaluator has Submitted Scores: 21-202 Addendum 1 (Whole Body Security Scanner System)



Notice - **Bradley Johnson** has submitted for the following Scoring Round:

Bid Event

Bid Number: 21-202 Addendum 1
Title: Whole Body Security Scanner System
Open Date: 10/6/2021 04:05:00 PM (CT)
Close Date: 10/22/2021 12:00:00 PM (CT)

Scoring Round

Round Number: 1
Round Title: Scoring Round
Due Date: 11/14/2021

If you have questions about your account or the system, please contact Purchasing.
Phone: 402-441-7410
Fax: 402-441-6513
E-mail: purchasing@lincoln.ne.gov

EVALUATORSUBMITTED - 11/12/2021 09:09 AM (CT)



Event Number 21-202 Addendum 1
Event Title Whole Body Security Scanner System
Event Description
Event Type Bid
Issue Date 10/6/2021 04:05:00 PM (CT)
Close Date 10/22/2021 12:00:00 PM (CT)

Organization Lincoln Purchasing
Workgroup Lincoln Purchasing
Event Owner Sharon Mulder
Email smulder@lincoln.ne.gov
Phone (402) 441-7428
Fax (402) 441-6513

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
OD Security NA (OD Security No	Daniel Island	SC	10/22/2021 10:55:23 AM (CT)	1	\$237,500.00
ADANI Systems, Inc.	Conroe	TX	10/22/2021 11:46:44 AM (CT)	1	\$240,000.00
Tek84	Poway	CA	10/19/2021 01:59:06 PM (CT)	1	\$269,800.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

1	Whole Body Security Scanner System					Supplier Notes
	Supplier	QTY	UOM	Unit Price	Extended	
	OD Security NA (OD Security North America LLC)	2	EA	\$118,750.00	\$237,500.00	OD Security NA is offering Lancaster County a complete Trunkey Solution that includes Networking and JMS integration of both scanner. Please see attached BID submissions for detail. With 5 Year Factory Warranty
	ADANI Systems, Inc.	2	EA	\$120,000.00	\$240,000.00	This total reflects all equipment - including camera, delivery, installation, training for operators, and 12mo warranty.
	Tek84	2	EA	\$134,900.00	\$269,800.00	

Att #	Attribute Name	Attribute Note	OD Security NA (OD Security	ADANI Systems, Inc.	Tek84
1	Agreement to Addendum	Addenda are instruments	Yes	Yes	
2	Specifications	I acknowledge reading an	Yes	Yes	Yes
3	Electronic Signature	Please check here for you	Yes	Yes	Yes
4	Instructions to Bidders	I acknowledge reading an	Yes	Yes	Yes
5	Contact	Name of person submitting	John Shannon	Luke Ricards	Kent E Smart, kent.smart@te
6	Tax Exempt Certification	I Materials being purchase	Yes	Yes	Yes
7	Delivery and Installation	State number of days after	30 Days	Within 30 days ARO	14 (10 business days)
8	Bid Documents	I acknowledge and accept	Yes	Yes	Yes
9	Purchase Order, Contract	The City/County Purchasing	Lukas Richter, lukas.richter@odsecurityna. com, (843)814-8085	Luke Ricards - LRicards@adanisystems.c om - 303-931-5505	Kent Smart, kent.smart@tek84.com, 925- 548-4550

10

U.S. Citizenship Attestation Is your company legally a U.S. citizen?

NO. ADANI Systems is not considered an Individual or Sole Proprietor.

Tek84 is a "C" Corporation and not a Sole Proprietor

Responding Supplier	Signature Full Name	Signature Email	Supplier Notes
			OD Security NA are delighted to be allowed the opportunity to submit a Proposal for our SOTER RS Full Body Security Scanning System to Lancaster County. Our objective within our Submission is to provide evidence to support our position as the preferred Contraband Detection Partner to US Law Enforcement and Corrections Agencies, and to demonstrate our experience of providing our technology solution, our quality of resources and resource capacity, our approach and project management ethos, and our experience of providing these products and services.
OD Security NA (OD Security No John Shannon		john.shannon@odsecurityna.com	
ADANI Systems, Inc.	Luke Ricards	lricards@adanisystems.com	Please request any additional information as needed.
Tek84	Kent E Smart	kent.smart@tek84.com	Please note there is noted and labeled confidential information provided as required in documentation







Award Suppliers for 21-202 Addendum 1 (Whole Body Security Scanner System)

Return Bid Line Items

To award a single supplier, click the Add button to the right of their name in the list below.

Responding Suppliers

Award All

Supplier Name	Note To Buyer	Classifications	Items Responded	Response Total
 OD Security NA	OD Security NA are delighted to be allowed the opportunity to submit a Proposal for our SOTER RS Full Body Security Scanning System to Lancaster County. Our objective within our Submission is to provide evidence to support our position as the preferred Contraband Detection Partner to US Law Enforcement and Corrections Agencies, and to demonstrate our experience of providing our technology solution, our quality of resources and resource capacity, our approach and project management ethos, and our experience of providing these products and services.	WOB	1	\$237,500.00 
 ADANI Systems, Inc.	Please request any additional information as needed.		1	\$240,000.00 
 Tek84	Please note there is noted and labeled confidential information provided as required in documentation		1	\$269,800.00 
1	3 items in 1 pages			

Pending Awarded Suppliers

Supplier Name	Note To Buyer	Classifications	Items Awarded	Award Total
No records to display.				
1	0 items in 1 pages			